JD(SF)-02–17
Denver, Colorado

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH

DOLLAR THRIFTY AUTOMOTIVE GROUP,

and Case 27–CA–173054

COMMUNICATION WORKERS OF AMERICA
LOCAL NO. 7777

Todd D. Saveland, Esq., for the General Counsel.

Debra Medina, for the Charging Party.

Mathew T. Miklave, Esq., for Respondent.

DECISION

STATEMENT OF THE CASE

AMITA BAMAN TRACY, Administrative Law Judge. Dollar Thrifty Automotive Group (Respondent, DTG, the Company, or the Employer) maintains many rules and policies by which its employees are bound. Respondent expects its employees to be familiar with and abide by these numerous rules and policies, many of which cross-reference other policies. Scattered throughout these rules and policies are a few caveats specifically excluding protected concerted activity as potentially violative of these rules and policies. Despite these few carve-out exceptions, these rules and policies alleged unlawful by the General Counsel are overbroad and violate Section 8(a)(1) of the Act.

The complaint and amended complaint alleges that Respondent violated Section 8(a)(1) of the National Labor Relations Act (the Act) by unlawfully maintaining 18 rules in its Employee Handbook and Employee On-Boarding Documents as well as other employment materials. This case was tried in Denver, Colorado, on August 30, 2016. Communication Workers of America Local No. 7777 (Union or Charging Party) filed the charge on April 1, 2016, and the General Counsel issued the complaint on June 30, 2016, which was amended twice at the hearing. Respondent filed a timely answer.

On the entire record,[1] including my observation of the demeanor of the witnesses,[2] and after considering the briefs filed by the General Counsel and Respondent,[3] I make the following

FINDINGS OF FACT

I. JURISDICTION AND LABOR ORGANIZATION INVOLVED

Dollar Thrifty Automotive Group, a corporation with offices and places of business throughout the United States including one located at Denver International Airport in Denver, Colorado, is engaged in the business of renting cars and light-duty vehicles under the trade names Dollar-Rent-A-Car, Thrifty Car Rental, and Firefly Car Rental, where it annually derived gross revenues in excess of $500,000 and purchased and received at its Denver facility goods valued in excess of $5,000 directly from points outside of the State of Colorado.[4] Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Based on the above, I find that these allegations affect commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

Respondent maintains countless employee rules and policies employees are responsible for knowing of and abiding by; these rules and policies may be found on Respondent's intranet (Tr. 95). When employees are hired, they are given several on-boarding documents to review. Respondent requires new employees to be familiar with these on-boarding documents but does not alert employees when the policies or rules within these documents or other applicable rules and policies are updated on its intranet (Tr. 96).

Respondent also conducts a variety of background checks on its employees. However, employees do not have access to employees' educational and criminal background check results or drug test results (Tr. 53–54). These results are stored in databases named "Sterling" and

[1] The transcripts in this case are generally accurate, but I make the following corrections to the record: Transcript (Tr.) 6, Line (L.) 4: "Communications" should be "Communication"; Tr. 7, L. 9: "the" appears in error; Tr. 7, L. 16; Tr. 11, L. 23; Tr. 52, L. 17; Tr. 57, L. 19: "they're" should be "their".

[2] Both the General Counsel and Respondent presented witness testimony providing context and background information regarding the rules. Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather on my review and consideration of the entire record for this case. I further note that my findings of fact encompass the credible testimony and evidence presented at trial, as well as logical inferences drawn therefrom.

[3] Other abbreviations used in this decision are as follows: "GC Ex." for General Counsel's exhibit; "R Ex." for Respondent's exhibit; "GC Br." for the General Counsel's brief; and "R. Br." for the Respondent's brief.

[4] Hertz Corporation acquired Respondent some years prior. Thus, some of the titles of the rules at issue reference Hertz Corporation rather than Respondent.

"eScreens," respectively (Tr. 53–54). Employees also do not have access to other employees' electronic personnel files, medical records, and other sensitive information such as allegations of harassment (Tr. 56–57, 62–66).

Since February 5, 2016, the Union has represented a unit of employees at Respondent. Prior to bargaining their first contract, the Union on February 17, 2016, requested information from Respondent (GC Exh. 3). In response, shortly thereafter, the Union received employee information, the employee handbook, a set of policies, and information on benefits and healthcare, including the onboarding documents of employee Tesfaye Workneh (Workneh) who signed these forms on October 11, 2015 (Tr. 16; GC Exh. 4, 7). In addition, in connection with a disciplinary matter concerning employee Brandon Lawson (Lawson), in March 2016, the Union received additional employee rules, regulations and policies, which had been signed by Lawson on November 1, 2014 (GC Exh. 6). Respondent disciplined Lawson on March 10, 2016 for violating at least one rule or policy he signed on November 1, 2014 (Tr. 26–28).

B. Contentions of the Parties

The General Counsel alleges that Respondent maintains 18 rules which are overbroad and unlawful thereby violating Section 8(a)(1) of the Act. The General Counsel explains that he does not contend that the rules were promulgated in response to protected concerted or union activity but that they are facially unlawful or employees would reasonably construe the language to prohibit Section 7 activity (GC Br. at 6–7). Furthermore, the General Counsel also argues that all the rules were maintained during the 6-month period prior to the filing of the charge in this matter (GC Br. 4, 8–9).

Respondent argues that the Board should re-examine the current legal standard as this standard requires employers to ignore their obligations under federal and state statutes and provides no meaningful guidance to employers on how to craft lawful rules under the Act (R. Br. at 1–2, 24–29).[5] In this context, Respondent alleges that the General Counsel has cherry-picked certain rules as violations of the Act while other rules which are similar are not alleged as violations (R. Br. at 25–26). Respondent also argues that some of the rules were not maintained within 6 months of the filing of the charge (R. Br. 23–24). I address each complaint allegation and affirmative defense below but begin with the principle that any changes to Board precedent may only come from the Board or the Supreme Court. I am bound by current Board law, and my analysis will proceed as such. Furthermore, Respondent argues that its employees are responsible for reviewing all its policies and procedures (R. Br. at 14).

[5] Respondent requested at the hearing that I take judicial notice of various state and federal laws concerning data and privacy, as well as anti-bullying, intimidation, and disrespect in the workplace (Tr. 105–111). The General Counsel objected to this request as the documents are not relevant to these proceedings. These documents were admitted into the record as Administrative Law Judge (ALJ) Ex. 1(a), 1(b), and 2. As stated at the hearing, I am bound by Board law and do not find these documents relevant to this proceeding. However, as these documents are reasonably relevant to Respondent's affirmative defense, I overrule the General Counsel's objections and admit these documents as ALJ Ex. 1(a), 1(b), and 2.

III. DISCUSSION AND ANALYSIS

Procedural Issue

Respondent's Section 10(b) Affirmative Defense

In its brief, Respondent argues that the General Counsel failed to prove that the rules cited in GC Exh. 6 which references complaint paragraphs 3(a), 3(b), 3(c), 3(d), 3(f), 3(g), 3(h), 3(i), and 3(j) were maintained during the Section 10(b) period (R. Br. at 23–24; see GC Exh. 6). However, in its answer, Respondent admitted that complaint paragraphs 3(b), 3(c), 3(d), 3(f), 3(g), and 3(h) were maintained since about November 1, 2014. Thus, only paragraphs 3(a), 3(i), and 3(j) remain in dispute as to whether these rules were maintained during the Section 10(b) period.[6] Respondent explains that the General Counsel failed to prove that these rules were maintained during the Section 10(b) period despite Respondent providing these rules to the Union in March 2016, upon its request for Lawson's personnel file. Respondent claims that these were "historical" rules, and that instead it maintained lawful no-solicitation, no-distribution rules during the Section 10(b) period (R. Br. at 1; see GC Ex. 7).

The General Counsel argues that Respondent maintained these rules within the Section 10(b) period as Respondent admitted that complaint paragraphs 3(a), 3(i), and 3(j) were issued prior to October 2013, and that the documents indicate that Lawson signed the rules, contained in his on-boarding document, on November 1, 2014 (GC Br. at 8–9; see GC Ex. 6 and 8). Furthermore, these rules were found in Lawson's personnel folder and Respondent disciplined him in March 2016, for violating at least one of these same rules (see Tr. 27–28).

Section 10(b) of the Act provides that "no complaint shall issue based upon any unfair labor practice occurring more than 6 months prior to the filing of the charge with the Board." 29 U.S.C. Section 160. "Section 10(b) functions in part as a statute of limitations by prohibiting the issuance of a complaint based on conduct occurring more than 6 months prior to the filing of a charge." *Carney Hospital*, 350 NLRB 627, 628 (2007). In this instance, the complaint was filed and served on Respondent on April 1, 2016; thus, the Section 10(b) period ran from October 1, 2015 to April 1, 2016. In March 2016, Respondent provided the rules described in complaint paragraph 3(a), 3(i), and 3(j) to the Union in response to its request for the personnel file of Lawson. Respondent disciplined Lawson for allegedly violating at least one of these rules found in his personnel file. Thus, Respondent maintained these rules described in complaint paragraphs 3(a), 3(i), and 3(j) during the 6-month period prior to the filing of the charge, dated April 1, 2016. *Control Services*, *Inc.*, 305 NLRB 435 fn. 2, 442 (1991), citing *Alamo Cement Co.*, 277 NLRB 1031, 1036–1037 (1985). Respondent claims that it maintained a lawful no-solicitation, no-distribution policy during the Section 10(b) period, which the General Counsel

[6] Section 10(b) is an affirmative defense, which if not timely raised in the answer or at the hearing is waived. *EF International Language Schools, Inc.*, 363 NLRB No. 20, slip op. at 1 fn. 2 (2015). Respondent failed to assert in its answer or during the hearing that the rules described in complaint paragraphs 3(b), 3(c), 3(d), 3(f), 3(g), and 3(h) did not fall within the Section 10(b) period thereby waiving its right to assert such an affirmative defense in its posthearing brief. However, even assuming that Respondent timely raised this affirmative defense with regard to these rules, I find that these rules were maintained during the Section 10(b) period as they were included in Lawson's personnel file which was provided to the Union after Lawson was terminated for violating at least one of these rules.

did not allege as violations of the Act. While Respondent's claim may be true, Respondent also failed to prove that it did not also maintain the rules claimed to be violations of the Act (complaint paragraphs 3(a), 3(i), and 3(j)) during the Section 10(b) period.

The Legal Standard

Section 8(a)(1) of the Act makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 [of the Act]." Section 7 provides that "employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities." Specifically, Section 7 protects employees' right to discuss, debate, and communicate with each other regarding workplace terms and conditions of employment.

Board law establishes that an employer violates Section 8(a)(1) of the Act if it maintains workplace rules that would reasonably tend to chill employees in the exercise of their Section 7 rights. *Lutheran Heritage Village-Livonia*, 343 NLRB 646, 646 (2004), citing *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998), enfd. 203 F.3d 52 (D.C. Cir. 1999); *Valley Health System LLC d/b/a Spring Valley Hospital Medical Center*, 363 NLRB No. 178 (2016); *T-Mobile USA, Inc.*, 363 NLRB No. 171 (2016). Mere maintenance of a rule which inhibits Section 7 activity is an unfair labor practice. *Lutheran Heritage Village*, supra at 646. The analytical framework for determining whether maintenance of rules violate the Act is set forth in *Lutheran Heritage Village-Livonia.* Under that test, a work rule is unlawful if "the rule *explicitly* restricts activities protected by Section 7." 343 NLRB at 646 (emphasis in original). If the work rule does not explicitly restrict protected activities, it nonetheless will violate Section 8(a)(1) if "(1) employees would reasonably construe the language to prohibit Section 7 activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights." Id. at 647.

Here, the General Counsel maintains that the rules in question are facially discriminatory or overbroad such that employees would reasonably construe the language to prohibit Section 7 activity. In determining whether a rule is overbroad, the Board has held that it "must give the rule a reasonable reading," and "refrain from reading particular phrases in isolation, and […] must not presume improper interference with employee rights." Id. at 646. An ambiguous rule, however, can chill employees' Section 7 protected activities by creating "a cautious approach" to those activities because of fears of employer retaliation. *Whole Foods Market, Inc.*, 363 NLRB No. 87, slip op. at 3 fn. 11 (2015). Therefore, all rules are examined to determine whether an employee would reasonably construe the language to prohibit Section 7 activities, and ambiguous rules are construed against the drafter of the rule. *T-Mobile USA, Inc.*, 363 NLRB No. 171, slip op. at 13 (2016); *Lily Transportation Corp.*, 362 NLRB No. 54 (2015); *Flex Frac Logistics, LLC*, 358 NLRB 1131, 1132 (2012), remanded on other grounds, 360 NLRB 1004 (2014), enfd. 746 F.3d 205 (5th Cir. 2014). The test for Section 8(a)(1) violations is not subjective but rather objective, asking whether the rules would have a reasonable tendency to interfere with, restrain or coerce employees in the exercise of their Section 7 rights. See generally *Multi-Ad Services, Inc.*, 331 NLRB 1226, 1227–1228 (2000), enfd. 255 F.3d 363 (7th

Cir. 2001); *Whole Foods Market*, supra, slip op. at 2, citing *Triple Play Sports Bar*, 361 NLRB No. 31, slip op. at 7 (2014), enfd. 629 Fed.Appx. 33 (2nd Cir. 2015).

A. Employee Handbook Rules

The General Counsel alleges that since at least October 1, 2015, Respondent maintained the following unlawful rules in its Employee Handbook:

> **2003 DTG Employee Handbook:** Introduction—At-Will Employment and Your Handbook
>
> […]
>
> The policies, practices and benefits set forth in this Handbook are subject to applicable laws and regulations and may be applied differently in some states in order to comply with such laws. The policies and provisions in this Handbook supersede all prior employee handbooks. To the extent there is any conflict between a policy of the Company and any material set forth in this Handbook, including any policy summary, the policy of the Company posted at www.dtgnet will control and prevail. It is each employee's responsibility to ensure that he or she is fully informed as to a policy and any changes to it by reviewing it at www.dtgnet or checking with Human Resources. (GC Exh. 4, page 6).
>
> Amended Complaint Paragraph 3(q): "Electronic Communication Policy"
>
> Certain employees of DTG are granted the privilege of accessing e-mail, voice mail and Internet via the Company's computers. When it becomes necessary to utilize e-mail, voice mail or Internet via the Company's computers for occasional and infrequent non-business, good judgment must be exercised. Any inappropriate or prohibited Internet, voice mail or e-mail access or use may result in discipline up to and including termination from employment.
>
> DTG is dedicated to providing a work environment that is free from unlawful harassment. Any Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate, will be considered willful misconduct and will result in disciplinary action up to and including termination.
>
> Transmitting materials which are defamatory, discriminatory, threatening, profane, slanderous, libelous, harassing or otherwise offensive through the Company's email or voice mail systems is also prohibited and will be cause for discipline, up to and including termination from employment. Materials covered by this restriction including documents, messages, jokes, images, cartoons, programs and software. All e-mail messages and attachments, and voice mail messages whether business or personal in nature, are the property of the Company. Employees should expect that anything in an electronic file is always available for and subject to review by the Company.

(GC Exh. 4, page 27).

[…]

Regarding Respondent's electronic communication policy, described at complaint paragraph 3(q), the rule is overbroad. The rule prohibits "inappropriate or prohibited" use of the internet and email, as well as transmitting information to anyone that is "defamatory" and "otherwise offensive. These terms are not defined by Respondent, and the policy fails to provide any examples to clarify for employees what is to be considered inappropriate, defamatory or otherwise offensive. As such, employees would reasonably consider their Section 7 protected activity to be prohibited acts. For example, employees would reasonably fear that criticizing their employer to a third party or to one another would lead to discipline as the criticism may be viewed by the employer as inappropriate, defamatory or offensive. Board law clearly supports the premise that laws which flatly prohibit defamatory, offensive or inappropriate conduct toward the employer will not lose the Act's protection. See *Casino San Pablo*, 361 NLRB No. 148, slip op. at 3–4 (2014) (false or defamatory criticism will not lose the Act's protection unless the rule prohibits maliciously false statements); *First Transit, Inc.*, 360 NLRB 619, 621 (2014) (finding a rule prohibiting "inappropriate attitude or behavior…to other employees" unlawful due to its "patent ambiguity"); *Linn v. United Plant Guard Workers of America, Local 114*, 383 U.S. 53, 61 (1966) (statement would be defamatory if made with knowledge of falsity or reckless disregard for its truthfulness). Accordingly, I find that Respondent's rule described at complaint paragraph 3(q) is overbroad and therefore unlawful in violation of Section 8(a)(1) of the Act.

Amended Complaint Paragraph 3(p): "Non-Disclosure and Confidentiality"

In your job, you may have access to or be exposed to information regarding the Company. Each employee is prohibited from disclosing, directly or indirectly, to any unauthorized person (including other employees), business or other entity, or using, for the employee's own purposes, any confidential information. The protection of confidential business information and trade secrets is vital to the interests and the success of DTG. Such confidential information includes, but is not limited to, the following examples:

- Compensation data;

(GC Exh. 4, page 28).

[…]

Amended Complaint Paragraph 3(o): "Pay Policies"

Formal pay policies have been developed for all pay actions within the Company. Questions regarding these policies should be forwarded to your supervisor or Human Resources.

> DTG strives to pay salaries and wages competitive with those in our community and industry. We consider your pay a confidential matter and encourage you to do the same. For more information on DTG's compensation program, please contact Human Resources."
>
> (GC Exh. 4, page 47).

The rules described at complaint paragraphs 3(o) and 3(p) are facially unlawful. These rules clearly prohibit employees from revealing compensation data, or wages, to anyone else including colleagues. Thus, employees may not discuss their wages with one another or with an outside party, including union representatives. Respondent's rule regarding the discussion of pay (complaint paragraph 3(o)) appears to be optional, but when read with the rule at complaint paragraph 3(p), employees would reasonably understand that Respondent does not permit them to discuss their wages with anyone. The Board has consistently held that rules which prohibit employees from discussing wages or other terms and conditions of employment are unlawful. See *Hyundai America Shipping Agency, Inc.*, 357 NLRB 860, 871 (2011) (finding rule unlawful that prohibited "[a]ny unauthorized disclosure from an employee's personnel file"); *IRIS U.S.A., Inc.*, 336 NLRB 1013, 1013 fn. 1, 1015, 1018 (2001) (finding rule unlawful that stated that all information about "employees is strictly confidential" and defined "personnel records" as confidential). Thus, Respondent's rules, described at complaint paragraphs 3(o) and 3(p), are unlawful and violate Section 8(a)(1) of the Act.

Amended Complaint Paragraph 3(r): "Media Relations"

> Employee participation in public and community activities is encouraged. However, Corporate Communications and Investor Relations have established excellent relations with the news media on a local, national and international basis. Because the image we portray to this critical audience is very important to our Company, Corporate Communications and Investor Relations must approve any interviews, speeches or articles requested by the media with respect to the Company and its business to assure that the views expressed are accurate, consistent and reflect well in the marketplace. If a member of the news media contacts you for information, always refer them to a member of Corporate Communications or Investor Relations.
>
> (GC Exh. 4, page 42).

As for the rule described at complaint paragraph 3(r), Respondent's media relations rule, this rule is also overbroad. Employees would reasonably construe the phrase "with respect to the Company and its business" to encompass employment concerns and labor relations. The rule contains no limiting language or example to clarify for employees that the rule only applies to those employees who speak in an official capacity for Respondent. Moreover, the rule requires employees to seek Respondent's permission to speak to news media. It is well established that employee communications with the news media regarding labor issues are protected under the Act. *DirecTV U.S. DirecTV Holdings, LLC*, 362 NLRB No. 48 (2015); *Trump Marina Hotel Casino*, 354 NLRB 1027, 1029 (2009), 355 NLRB 585 (2010) (three-member Board), enfd. 435 Fed. Appx. 1 (D.C. Cir. 2011). Moreover, the Board recently affirmed an administrative law

judge's conclusion that the employer violates Section 8(a)(1) of the Act by requiring employees to obtain its prior approval before responding to media inquiries. *Burndy, LLC*, 364 NLRB No. 77 (2016). Accordingly, Respondent's rule, described at complaint paragraph 3(r) is overbroad, and violates Section 8(a)(1) of the Act.

B. Rules Signed and Maintained in Lawson's Personnel File: Employee Rules and Regulations; Hertz Information Security Statement and Confidentiality Agreement for Hertz Employees; Employee Internet Acceptable Use Policy (IUAP) and Access Disclosure Statement; Media Requests for Company Information[7]

The General Counsel alleges that since about November 1, 2014, Respondent has maintained the following rules which are unlawful. These rules, under the headings of Employee Rules and Regulations; Hertz Information Security Statement and Confidentiality Agreement for Hertz Employees; Employee Internet Acceptable Use Policy (IUAP) and Access Disclosure Statement; Media Requests for Company Information were provided to the Union after its information request and in response to its request for information regarding the discipline of Lawson:

> **Employee Rules and Regulations:** The Company has established rules of conduct for the protection of its employees, its property and to ensure the most efficient and harmonious operation. The Company does not waive the right to discharge or discipline for other offenses not specified herein. This is not intended to be a complete list of rules, regulations, policies, and procedures, but merely an illustration of the type of infractions which could lead to disciplinary action. The following are breaches of good conduct (substandard performance) which can subject an employee to progressive discipline including verbal and/or written warning, suspension, or discharge.
>
> […]
>
> Complaint Paragraph 3(a): Solicitation-Rule #4
>
> 4. Soliciting, direct/indirect sale of any item, distributing and collecting any papers, materials or contributions on company premises or posting literature or other materials without Management authorization.
>
> (GC Exh. 6, page 3).
>
> […]

Rules prohibiting solicitation during worktime are presumably lawful as "[…] that term denotes periods when employees are performing actual job duties, periods which do not include the employee's own time such as lunch and break periods." *Our Way*, 268 NLRB 394, 394–395 (1983). However, rules which prohibit "solicitation or distribution in the workplace at any time,

[7] The rules found at complaint paragraphs 3(f) and 3(g) were also contained in the onboarding documents signed by Workneh.

for any purpose, is overbroad." *Casino San Pablo*, 361 NLRB No. 148, slip op. at 5 (2014). Furthermore, rules which fail to limit the distribution of literature to nonwork times and nonwork areas are invalid. *Our Way*, supra. Rules requiring employees to obtain permission from the employer to solicit or distribute literature are also unlawful. *Enterprise Products Co.*, 265 NLRB 544, 554 (1982), citing *Peyton Packing Co.*, 49 NLRB 828 (1943); *Stoddard-Quirk Mfg. Co.*, 138 NLRB 615 (1962).

Applying the above principles, I find rule #4 described in complaint paragraph 3(a) to be unlawful for several reasons. Respondent's rule imposes a precondition on employees to obtain its permission before any solicitation or distribution may occur which is unlawful under Board law. As for solicitation, Respondent's rule makes no distinction between work and nonwork time. Furthermore, with regard to distribution of literature, Respondent's rule fails to make a distinction between work and nonwork time as well as define "on company premises." Thus, rule #4 described at complaint paragraph 3(a) is clearly overbroad and violates Section 8(a)(1) of the Act.

Complaint Paragraph 3(b): Action to Disrupt Harmony-Rule #9

9. Action on the part of any individual or group of employees to disrupt harmony, intimidate fellow employees, or to interfere with normal and efficient operations.

(GC Exh. 6, page 4).

[…]

Respondent's rule #9 described in complaint paragraph 3(b) is unlawful as it is phrased broadly and lacks clarity. In *Williams Beaumont Hospital*, 363 NLRB No. 162, slip op. at 1–2 (2016), the Board found unlawful a rule that prohibits conduct by employees that "impedes harmonious interactions and relationships." Citing its decision in *2 Sisters Food Group*, 357 NLRB 1816, 1817 (2011), where the Board found unlawful an employer rule subjecting employees to discipline for an "inability or unwillingness to work harmoniously with other employees," the Board found the similar rule in *Williams Beaumont Hospital* to be "sufficiently imprecise that it could encompass any disagreement or conflict among employees, including those related to discussions and interactions protected by Section 7, and that employees would reasonably construe the rule to prohibit such activity." Id. Here, Respondent's rule is analogous to the rules found unlawfully overbroad in *Williams Beaumont Hospital* and *2 Sisters Food Group*. Furthermore, Respondent fails to define what action can and cannot disrupt harmony in the workplace. Therefore, Respondent's rule #9 described at complaint paragraph 3(b) is unlawfully overbroad and violates Section 8(a)(1) of the Act.

Complaint Paragraph 3(c): Leading or Participating-Rule #26

26. Leading or participating in any activity that would interfere with the Employer's operation including, but not limited to, any unlawful strike.

(GC Exh. 6, page 5).

In *Lutheran Heritage Village-Livonia*, the Board, adopting the administrative law judge's reasoning, determined that a provision which prohibited employees from "engaging in unlawful strikes, work stoppages, slowdowns, or other interference with production […]" was unlawful as the rule could reasonably be read to include Section 7 activity. *Lutheran Heritage Village-Livonia*, supra at 655. The administrative law judge reasoned that the rule's reference to "unlawful strikes, work stoppages, and slowdowns protected legitimate business interests," the rule's subsequent reference to production at any of the employer's facilities was overbroad as it could chill employees' exercise of protected activity. Id; see also *Purple Communications, Inc.*, 361 NLRB No. 43 (2014) (holding that employer's no-disruption rule, "[c]ausing, creating or participating in a disruption of any kind during working hours on Company property," is unlawful as it is overbroad). Similarly, Respondent's rule #26 described at complaint paragraph 3(c) is overbroad as it could reasonably include Section 7 activity such as protesting working conditions during a work gathering. The language in this rule is overbroad as it could be interpreted to include the right to engage in a work stoppage as the term "interfere" is not defined, or explain that it is not intended to refer to Section 7 activity. Thus, Respondent's rule #26 as described in complaint paragraph 3(c) is overly broad and violates Section 8(a)(1) of the Act.

Complaint Paragraph 3(d): Personally Identifiable Data

> **Hertz Information and Security Statement and Confidentiality Agreement for Hertz Employees:** "Hertz Confidential Information" means each of the following types of information: (i) information that is labeled, or that other Company policies and procedures specifically classify as "secret," "confidential," or "proprietary," including, but not limited to, marketing data, financial results and operating data; (ii) information that the Company is legally or contractually required to keep confidential, including without limitation, information that is subject to confidentiality agreements or protective orders; (iii) personally identifiable data ("PID") recorded in any form about identified or identifiable individuals, including, but not limited to, prospective, current, or former employees, customers, vendors, business partners, or any other natural persons in connection with the rental business or car sales business of Hertz, or acquired by Hertz as part of its claims management activities or any other business which Hertz, any Hertz employee, consultant, contractor, Licensee, agent, and other party obtains in the course of Hertz business; and (iv) information that could have a competitive impact on the Company or its organizational, technical, or financial position or which could cause damage to the Company or its prospective, current, or former customers, employees, or reputation if disclosed either internally or outside the Company.

(GC Exh. 6, page 8).

This rule, described at complaint paragraph 3(d), continues by informing employees that they are responsible for the protection of Respondent's confidential information along with any other requirements outlined in the employment contract and employee handbooks. In the employee handbook, the definition of confidential information includes compensation data (GC Exh. 4, p. 28). The rule concludes by requiring the employee to agree not to divulge any

confidential information to anyone including current employees. Respondent's employees are required to sign this rule annually.

An examination of a number of Board decisions leads to the conclusion that Respondent's rule, described at complaint paragraph 3(d) is unlawful. In *Flex Frac Logistics, LLC*, 358 NLRB 1131, 1131 (2012), the Board reiterated its holding that confidentiality provisions similar to Respondent's above-rule are unlawfully overbroad as employees would reasonably believe that they are precluded from discussing wages and other working conditions with nonemployees such as union representatives. See *IRIS U.S.A., Inc.*, 336 NLRB 1013, 1013 fn. 1, 1015, 1018 (2001) (finding unlawful rule stating that all information about "employees is strictly confidential" and defined "personnel records" as confidential). Also, prohibiting employees from sharing information with nonemployees infringes on employees' Section 7 rights to discuss terms and conditions of their employment with others. See, e.g., *Triple Play Sports Bar & Grille*, 361 NLRB No. 31, slip op. at 7; *Bigg's Foods*, 347 NLRB 425, 425 fn. 4 (2006).

Respondent's rule, described at complaint paragraph 3(d), precludes employees from disclosing any information that is deemed "confidential," "secret," or "proprietary." As the General Counsel argues, this information reasonably includes employee compensation data, which is noted as "confidential" by Respondent in the employee handbook (GC Exh. 4, p. 38; GC Br. at 14). Here, Respondent's rule precludes employees from discussing wages which is unlawful. Cf. *Waco, Inc.*, 273 NLRB 746, 748 (1984) (absent a legitimate and substantial justification, rules prohibiting employees from discussing their wages are unlawful).

Respondent's rule, described at complaint paragraph 3(d), also precludes sharing personally identifiable information and information which may damage the reputation of Respondent with anyone including current employees. This information reasonably includes "key personnel data," defined as confidential material in the employee handbook. Taken together, although not defined by Respondent, the rule is reasonably read as prohibiting the sharing of employee names, addresses and phone numbers as personally identifiable information which hinder employees' exercise of their Section 7 rights as they could not share this information with one another or union representatives. See *Quicken Loans, Inc.*, 361 NLRB No. 94 (2014), affirming as modified, 359 NLRB 1201, 1207 (2013); see also *Hills & Dales General Hospital*, 360 NLRB 611, 611 (2014).

Furthermore, the rule, described at complaint paragraph 3(d), precludes employees from sharing information that could cause "damage" to Respondent or its employees or "reputation" if disclosed within or outside Respondent. Under this rule, Respondent disallows employees' right to complain about their working conditions to one another or to an outside entity as that criticism may damage to Respondent and its reputation. Under Section 7, employees may complain about their employer lawfully, with limits. *Quicken Loans*, supra, slip op. at 8.

In sum, Respondent's rule, described at complaint paragraph 3(d), is overbroad in that employees would reasonably interpret this rule to preclude Section 7 activity. Applying Board precedent, Respondent's rule, described at complaint paragraph 3(d), is unlawful and violates Section 8(a)(1) of the Act.

> **Employee Internet Acceptable Use Policy (IUAP) and Access Disclosure Statement:** Employees of the Hertz Corporation (the "Company" and its subsidiaries, vendors, business partners, consultants, contractors, licensees, agents and any other natural person, who are given Internet/SMTP access privileges will be asked to review and sign the following statement before access is granted.[8]
>
> […]
>
> THE DISCOVERY OF INAPPROPRIATE USE OR UNAUTHORIZED ACTIVITY MAY RESULT IN DISCONNECTION FROM THE INTERNET AND OR OTHER POSSIBLE DISCIPLINARY ACTION.
>
> I acknowledge the following unacceptable practices may be subject to disciplinary action, including but not limited to written warnings or revocation of access privileges.[9]
>
> Complaint Paragraph 3(f): Internet Websites
>
> Visiting Internet sites which contain obscene, sexually explicit, hateful or otherwise objectionable materials; sending or receiving, via the internet or e-mail, any material that is obscene, sexually explicit or defamatory, or which is intended to annoy, offend, harass or intimidate another person or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political belief.
>
> (GC Exh. 6, page 17; GC Exh. 7, page 11).
>
> […]

Respondent's rule regarding internet websites and described at complaint paragraph 3(f) is unlawful as it is overbroad. The rule contains broad, sweeping bans on sending or receiving via the internet or emails any material which is "defamatory," "intended to annoy, offend" "another person" or disparaging others for their political beliefs. In the context of this rule, an employee would reasonably read the rule to encompass concerted communication such as complaining about working conditions. The rule does not specifically exclude Section 7 communication. Furthermore, Section 7 protects communication about employees' political beliefs which can include union organizing. Again, the rule provides no clarifying examples so to be clear to employees that Section 7 communications are permitted. See *Southern Maryland Hospital*, 293 NLRB 1209, 1222 (1989), enfd. in relevant part 916 F.2d 932, 940 (4th Cir. 1990); *Claremont Resort & Spa*, 344 NLRB 832 (2005); *Beverly Health & Rehabilitation Services*, 332

[8] Respondent's electronic communication policy, in its employee handbook, provides some employees the right to use email (GC Ex. 4, page 27). In addition, Respondent's electronic communication policy permits employees, who have the right to use email, occasional and infrequent nonbusiness use provided employees exercise good judgment.

[9] In Workneh's information security statement, this section states, "22. By way of example but not limitation, I acknowledge the following to be unacceptable practices:" (GC Exh. 7, page 11).

NLRB 347, 348 (2000), enfd. 297 F.3d 468 (6th Cir. 2002).[10] Thus, Respondent's maintenance of the rule regarding internet websites, described at complaint paragraph 3(f), is unlawful as employees may reasonably believe that Section 7 activity is encompassed in the rule, and as such, violates Section 8(a)(1).

> Complaint Paragraph 3(g): Soliciting Emails
>
> Soliciting emails that are unrelated to business activities, or soliciting non-company business for personal gain or profit.
>
> (GC Exh. 6, page 18; GC Exh. 7, page 11).
>
> […]

In *Purple Communications*, 361 NLRB No. 126, slip op. at 14 (2014), the Board explained the right of employees to use an employer's email system. The Board explained, "[W]e will presume that employees who have rightful access to their employer's system in the course of their work have a right to use the email system to engage in Section 7-protected communications on nonworking time. An employer may rebut the presumption by demonstrating that special circumstances necessary to maintain production or discipline justify restricting its employees' rights." Id.

Applying the principles of *Purple Communications* to Respondent's rule regarding soliciting emails, described at complaint paragraph 3(g), leads me to conclude that this rule is unlawful. Also in *Purple Communications*, the Board held that email communications should not be treated as only solicitation or distribution but rather as a form of communication which may constitute solicitation, information distribution, or simply communications which may be protected activity. 361 NLRB No. 16, slip op. at 13. Respondent's rule is reasonably read by employees to disallow employees to communicate Section 7 activity such as union organizing with fellow employees at any time, even during nonwork time. I find that Respondent's rule is sufficiently vague to leave a reasonable employee uncertain as to whether they are permitted to use Respondent's email system to engage in protected concerted activities during nonwork time. Furthermore, Respondent failed to provide any justification for special circumstances to maintain its rule to restrict employees' rights which the Board noted in *Purple Communications* will be a "rare case." Id. Thus, Respondent's rule described in complaint paragraph 3(g) is unlawful and violates Section 8(a)(1) of the Act.

[10] The General Counsel cited *Costco Wholesale Corp.*, 358 NLRB 1100, 1101–1102 (2012) (rule prohibiting any electronic communications which defame any person or damage any person's reputation is unlawful as it encompasses protected communication and fails to provide any clarifying examples) (GC Br. at 17). This decision was subsequently invalidated by the Supreme Court's decision in *NLRB v. Noel Canning, a Division of the Noel Corp.*, 134 S.Ct. 2550 (2014), and has no precedential value. However, I do find its analysis persuasive, and cite to the Board decisions referenced within.

> Complaint Paragraph 3(h): Other Inappropriate Uses of Internet/Intranet
> Other inappropriate uses of Internet/Intranet or network resources that may be identified by the network administrator.
>
> (GC Exh. 6, page 18).
>
> […]

Likewise, the rule alleged in complaint paragraph 3(h) is unlawful, insofar as Respondent failed to define the term, "inappropriate." In the context of this portion of Respondent's internet use policy, an employee reasonably would not know whether Section 7 activity is permitted when using the internet/intranet during nonwork time. Furthermore, Respondent failed to provide any context or examples to indicate that the rule does not encompass protected concerted activity. Thus, Respondent's rule regarding inappropriate use of internet/intranet, described at complaint paragraph 3(h), is unlawful and violates Section 8(a)(1) of the Act.

> Complaint Paragraph 3(i): Solicitation of an Employee by Another Employee
>
> Solicitation of an employee by another employee is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Furthermore, the distribution of any material of any kind shall not be permitted in the workplace.
>
> (GC Exh. 6, page 18–19).

Regarding the prohibition of distribution of any kind, the rule refers to using the internet or email to distribute material. Distribution is considered handing out material. *Stoddard-Quick Mfg.*, supra at 617–618. This portion of the rule is also overly broad as Respondent may not prohibit the distribution of material during nonwork time in nonwork areas. *Trus Joist MacMillan*, 354 NLRB 367, 372 (2004) (rule prohibiting distribution of literature in all working areas and all areas of the employer was unlawful). Respondent's rule provides no exceptions to this rule. I also note that in *Purple Communications* the Board explained that employees have a right under Section 7 to communicate with one another regarding union organizing or other protected activity at work. 361 NLRB No. 126, slip op. at 11. Email is a form of communication, and email communication is not simply solicitation but rather a form of communication including solicitation and distribution of material or information. *Purple Communications*, supra, slip op. at 13; see also *UPMC*, 362 NLRB No. 191, slip op. at 4–5 (2015). Applying this analysis to the solicitation rule, described at complaint paragraph 3(i), I find Respondent's rule overbroad in that it prohibits employees from communicating via email or internet while either employee is on worktime. It is unreasonable for an employee to know when the employee to whom he or she is communicating is in nonwork status, and for the receiving employee to know whether the contents of the communication permit him or her to open the message. Thus, Respondent's rule described in complaint paragraph 3(i) is unlawful and violates Section 8(a)(1) of the Act.

Complaint Paragraph 3(j): Media Rule

Media Requests for Company Information: It is the policy of the Hertz Corporation, and all of its global subsidiaries, to cooperate with the media and to assist them by providing information about Company activities and subjects related to company business. However, employees are not authorized to speak to or otherwise engage with the media and the following guidelines must be adhered to:

- When the media contacts the company, the employee must explain that he/she wishes to be cooperative but is not authorized to disclose information. The employee must either contact Public Affairs and explain the request, or direct the media representative to contact the Public Affairs directly. Local management should also be notified.

[…]

- No further conversation of any kind or media interview should occur without prior knowledge and guidance of the Public Affairs Department.

[…]

Public Statements and Published Articles

- Public Statements refer to speeches, news releases, press conferences, interviews, postings on public web sites/message boards and news media inquiry responses concerning any aspect of Company's operations, business or policies. All Employees must adhere to the following policy:

- Only Public Affairs may release or authorize the release of information to the media. All inquiries from the media must be referred to Public Affairs. Whether the media contacts Company or Company wishes to publicize its activities, all news releases must be authorized, in advance, by Public Affairs.

- Under no circumstances may a Company employee approach the media to generate publicity about Company without the prior approval of Public Affairs. This includes news articles written by an employee where the employee's association with Company is disclosed or may be ascertained from the article.

- When an employee receives approval to prepare an article for outside publication and if his/her affiliation with Company is disclosed or can be ascertainable or the subject relates to Company or its fields of interest, the article must be reviewed and approved by Public Affairs prior to submission.

- All threats by current or former employees, their families and customers or other third parties to involve the media in any matter pertaining to Company should be communicated to Public Affairs and local management, with complete details about the surrounding circumstances.

(GC Exh. 6, page 25–26, in relevant part).

Respondent argues that the General Counsel intentionally excluded language from the rule which provides context to the rule thereby making it lawful. The rule also states, "Film crews on company property without permission should be directed to Public affairs. If an employee is caught off guard by a film crew, they should respond with "I am not authorized to speak on Company's behalf, our corporate headquarters handles all media inquiries. I would be happy to refer you to our Public Affairs Department" (GC Exh. 6, page 25–26). Also as a note under "public statements and published articles," the rule states, "Third parties (vendors, business partners, etc.) are not permitted to speak on Company's behalf nor are they permitted to issue press statements involving Company without Public Affairs' prior approval and involvement." Respondent asserts that the rule only applies when the employee speaks to the media on behalf of Respondent rather than as an individual (R. Br. at 21).

Despite the additional context, the rule described at complaint paragraph 3(j) is overbroad. Like the employee handbook rule alleged at complaint paragraph 3(r), Respondent's rule at complaint paragraph 3(j) creates a blanket prohibition against all contact with the media which is unlawful. *Burndy*, supra. In addition, this rule specifically prohibits a wide array of media contact including speeches, news articles, and postings on public websites, which would reasonably be understood by employees to forbid any contact with the media, including employee speech on his or her own behalf, which is unlawful. *Trump Marina Associates*, supra. Although Respondent claims that the prohibition on media contact applies only when an employee seeks to speak to the media on behalf of Respondent rather than him or herself, this distinction is not explained satisfactorily in the rule, which states only that it applies when the media seeks "information about Company activities and subjects related to company business." It is reasonable for an employee to conclude that the ban on speaking to the media would include voicing his or her own protected Section 7 views on matters such as working conditions. Furthermore, the rule requires employees to obtain permission from Respondent to speak to the media, in violation of the Board's prohibition against such "preapproval" requirements. See *DirecTV*, supra. Thus, the rule described at complaint paragraph 3(j) is unlawful and violates Section 8(a)(1) of the Act.

C. Rules Signed and Maintained in Workneh's Personnel File: Company Information Security Statement and Confidentiality Agreement for Company Employees

The General Counsel alleges that since about November 1, 2014, Respondent has maintained the following rules which are unlawful. These rules, under the headings of Company Information Security Statement and Confidentiality Agreement for Company Employees, were provided to the Union after its information request in March 2016. Respondent defines confidential information to include personally identifiable data on employees as well as compensation data and personnel data.

Company Information Security Statement and Confidentiality Agreement for Company Employees: "Company Confidential Information" means each of the following types of information: (i) information that is labeled, or that other Company policies and procedures specifically classify as "secret", "confidential", or "proprietary" including, but not limited to, marketing data, financial results and operating data; (ii) information that the Company is legally or contractually required to keep confidential, including without limitation, information that is subject to confidentiality agreements or protective orders; (iii) personally identifiable data ("PID") recorded in any form about identified or identifiable individuals, including, but not limited to, prospective, current, or former employees, customers, vendors, business partners, or any other natural persons in connection with the rental business or car sales business of Company, or acquired by the Company as part of its claims management activities or any other business which the Company, any Company employee, consultant, contractor, Licensee, agent, and other party obtains in the course of Company business; and (iv) information that could have a competitive impact on the Company or its organizational, technical, or financial position or which could cause damage to the Company or its prospective, current, or former customers, employees, or reputation if disclosed either internally or outside the Company. For avoidance of doubt, notwithstanding any other provision of this Agreement, it shall not be a violation of this Agreement for employees to discuss or communicate with others regarding matters related to their wages, house, and other terms and conditions of employment, provided they do not divulge private or confidential information that they accessed or obtained solely by virtue of the duties they perform for the Company.

(GC Exh. 7, page 8).

[…]

Complaint Paragraph 3(k): Divulging Information-Rule #3

3. I will not divulge Company Confidential Information to anyone, including without limitation Company employees, customers, contracted temporary workers or service providers, unless he or she requires the information to perform his or her services for the Company or as part of his or her contractual relationship with the Company. Communications of a sensitive or confidential nature (e.g., Company Confidential Information) or of any "Company Information" (as defined in Company Procedure W1-113, Acquisition and Disclosure of Company Information) should not be sent unless first reviewed and approved as required in Company Procedure W1-113, Acquisition and Disclosure of Company Information, and encrypted when necessary.

(GC Exh. 7, page 9).

[…]

Complaint Paragraph 3(l): Specific Authorization-Rule #4

> 4. Unless I have specific authorization, I will not attempt to gain access to Company Confidential Information, Company facilities or Company computing resources and I understand that such access is expressly prohibited
>
> (GC Exh. 7, page 9).
>
> […]

Respondent's rules #3 and #4, described in complaint paragraph 3(k) and 3(l), are overbroad for reasons similar to those I have found with respect to other of Respondent's rules so found herein. These rules preclude employees from discussing company confidential information with anyone. Again, in its employee handbook, Respondent defines "confidential" information to include compensation data, or employee wages. Thus, the rule prohibits employees from learning about and discussing wages with one another and with third-parties, including union representatives. The Board has consistently held that provisions similar to Respondent's above-rule are unlawfully overbroad as employees would reasonably believe that they are precluded from discussing wages and other working conditions with nonemployees such as union representatives. See *Flex Frac Logistics*; *IRIS U.S.A., Inc.*, 336 NLRB 1013, 1013 fn. 1, 1015, 1018 (2001) (finding rule unlawful that stated all information about "employees is strictly confidential" and defined "personnel records" as confidential). Thus, rules #3 and #4, described at complaint paragraph 3(k) and 3(l), are unlawful and violate Section 8(a)(1).

Complaint Paragraph 3(m): Intentionally Seeking Information-Rule #7

> 7. I will respect the privacy of other individuals. Except as required in the performance of the responsibilities of my position for the Company, I will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other individuals. I will not intentionally represent myself as another individual unless explicitly authorized to do so by that individual.
>
> (GC Exh. 7, page 9).
>
> […]

Rule #7, described at complaint paragraph 3(m), prohibits employees from seeking information or data on other individuals. Read in conjunction with the confidentiality introduction, this rule reasonably would be read by employees to include information on co-workers' wage data. Furthermore, the term "individual" is defined in this introduction as including former, current and prospective employees. Thus, employees would reasonably be hindered from seeking information on other employees such as wage data, which violates their Section 7 rights to discuss working conditions. A precursor to discussing working conditions, such as wages, is an ability to learn of such information. As rule #7, described at complaint paragraph 3(m), limits employees' Section 7 rights, I find that it violates Section 8(a)(1) of the Act.

> By way of example but not limitation, I acknowledge the following to be unacceptable practices:
>
> Complaint Paragraph 3(n): Other Inappropriate Use
>
> Other inappropriate uses of computing resources.
>
> (GC Exh. 7, page 11).

With regard to the rule described at complaint paragraph 3(n), like the rule described at complaint paragraph 3(h), this rule is also vague and overbroad. The rule gives a blanket prohibition on "other inappropriate uses of computing resources." Insofar as any ambiguity in a rule is read against the drafter of the rule, and employees should not have to decide at their peril whether an activity is prohibited by a rule, such a broad prohibition is unlawfully overbroad. See *Lafayette Park Hotel*, supra at 828; *Flex Frac Logistics*, supra at 1132. Thus, the rule described at complaint paragraph 3(n) violates Section 8(a)(1) of the Act.

> Complaint Paragraph 3(e): Obligation to Protect Confidential Information-Rule #23
>
> 23. I understand my obligation to protect Company Confidential Information and will comply with all of the Company policies and procedures regarding the handling of Company Confidential Information. In particular, if I become aware of any unauthorized access to or use of Company Confidential Information or any violations of Company information security policies and procedures, I will immediately notify the Help Desk, my immediate supervisor, or the Computer Emergency Response Team (CERT) […].

(GC Exh. 7, pages 11–12).

With regard to the rule #23, described at complaint paragraph 3(e), Respondent's requirement that employees report unauthorized access to or use of confidential information, when read along with Respondent's definition of confidential information to include compensation data, is overly broad and unlawful. The Board has routinely found unlawful rules prohibiting disclosure of confidential information without any exemption of protected activity under Section 7. Moreover, as Respondent's rule clearly defines confidential information to include compensation data, this rule explicitly restricts employees' Section 7 rights. See *Flex Frac Logistics*, supra at 1132. By requiring employees to report if another employee engages in protected concerted activity, this rule creates a chilling effect on employees' Section 7 right to communicate employment related complaints to third parties. Because the rule is unlawful, the requirement to immediately notify a supervisor or specialist is unlawful. See *UPMC*, 362 NLRB No. 191, slip op. at 5 (2015). In sum, the rule described at complaint paragraph 3(e) is unlawful and violates Section 8(a)(1) of the Act.

D. Respondent's Defenses Lack Merit

As its general defense, Respondent contends that it may preclude employees from using information regarding others they obtained in the course of employment (R. Br. at 22). Respondent argues that its employees have access to "highly confidential and potentially harmful information about coworkers" which employees should not be able to use for their own purposes (R. Br. at 22–23). Respondent failed to show "special circumstances." *Republic Aviation, Corp.*, 324 U.S. 793, 797-798 (1945) (holding that employees' right to communicate in the workplace is not unlimited, and employee access to the workplace for the purpose of self-organization must on occasion give way to employers' need to maintain productivity and discipline). Respondent's broad defense fails to ameliorate the unlawful rules it has maintained.

As a defense to the above rules described at complaint paragraphs 3(e), 3(k), 3(l), 3(m), and 3(n), Respondent argues that its information security statement and confidentiality agreement explicitly permits protected concerted activity.[11] As for Respondent's exception for protected concerted activity, I find that this "savings clause" does not adequately clarify to employees that protected activity is permitted. The Board has routinely found insufficient language claiming to exempt employees' Section 7 rights from restrictions on their conduct. *Solarcity Corporation*, 363 NLRB No. 83, slip op. at 6 (2015). These decisions rely upon the premise that "absent language more clearly informing employees about the precise nature of the rights supposedly preserved, the rule remains vague and likely to leave employees unwilling to risk violating the rule by exercising Section 7 rights," as employees lack the expertise to legally analyze their employers' rules and policies. Id. (citing *McDonnell Douglas*, 240 NLRB 794, 802 (1979); *Chrysler Corporation*, 227 NLRB 1256, 1259 (1977)); *Ingram Book Co.*, 315 NLRB 515, 516 fn. 2 (1994). Here, Respondent's exception is internally consistent. Although the first clause of the exception purports to allow employees to discuss or communicate with others about working conditions including wages and hours, the second clause of the exception warns employees that they may not divulge private or confidential information that they have learned solely due to their work at Respondent. As repeated throughout this decision, Respondent's employee handbook defines confidential information as compensation data and "key personnel data" (GC Exh. 4, page 28). Furthermore, it is by working at Respondent that employees learn of this information that is actually protected concerted activity but also defined by Respondent, confusingly, as "private or confidential." As the judge stated in *Solarcity Corporation*, supra, employees placed under such circumstances would require "specialized legal knowledge" and would therefore likely refrain from exercising their Section 7 rights. Thus, Respondent's defenses fail.

CONCLUSIONS OF LAW

1. Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union has been a labor organization within the meaning of Section 2(5) of the Act.

[11] Respondent also claims that this exemption applies to complaint paragraph 3(d), 3(f), and 3(g), but this exemption language is not found in the documents containing these rules.

3. Respondent maintained the following rules and policies that are facially unlawful or overly broad, which could be understood to prohibit employees from engaging in activities protected under Section 7 of the Act, and therefore, violate Section 8(a)(1):

a. In the 2003 DTG Employee Handbook, the electronic communication policy which states, in part: "Any Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate […] Transmitting materials which are defamatory, discriminatory, threatening, profane, slanderous, libelous, harassing or otherwise offensive."

b. In the 2003 DTG Employee Handbook, the nondisclosure and confidentiality policy which states, in part: "Each employee is prohibited from disclosing, directly or indirectly, to any unauthorized person (including other employees), business or other entity, or using, for the employee's own purposes, any confidential information […] Such confidential information includes, but is not limited to, the following examples: compensation data."

c. In the 2003 DTG Employee Handbook, the pay policies rule which states, in part: "We encourage your pay a confidential matter and encourage you to do the same."

d. In the 2003 DTG Employee Handbook, the media relations policy which states, in part: "[…] Because the image we portray to this critical audience is very important to our Company, Corporate Communications and Investor Relations must approve any interviews, speeches or articles requested by the media with respect to the Company and its business to assure that the views expressed are accurate, consistent and reflect well in the marketplace."

e. In Lawson's personnel file, employee rules and regulations, the solicitation rule which states: "Soliciting, direct/indirect sale of any item, distributing and collecting any papers, materials or contributions on company premises or posting literature or other materials without Management authorization."

f. In Lawson's personnel file, employee rules and regulations, the action to disrupt harmony rule which states: "Action on the part of any individual or group of employees to disrupt harmony, intimidate fellow employees, or to interfere with normal and efficient operations."

g. In Lawson's personnel file, employee rules and regulations, the leading or participating rule which states: "Leading or participating in any activity that would interfere with the Employer's operation including, but not limited to, any unlawful strike."

h. In Lawson's personnel file, Respondent's information and security statement and confidentiality agreement, the personally identifiable data rule which states, in part: " 'Hertz Confidential Information' means each of the following types of information: (i) information that is labeled, or that other Company policies and procedures specifically classify as "secret," "confidential," or "proprietary," including, but not limited to, marketing data, financial results and operating data; […] (iii) personally identifiable data ("PID") recorded in any form about identified or identifiable individuals, including, but not limited to, prospective, current, or former employees, customers, vendors, business partners, or any other natural persons in connection with the rental business or car sales business of Hertz, or acquired by Hertz as part of its claims

management activities or any other business which Hertz, any Hertz employee, consultant, contractor, Licensee, agent, and other party obtains in the course of Hertz business.

i. In Lawson's personnel file, Respondent's internet acceptable use policy, the internet websites rule which states: "Visiting Internet sites which contain obscene, sexually explicit, hateful or otherwise objectionable materials; sending or receiving, via the internet or e-mail, any material that is obscene, sexually explicit or defamatory, or which is intended to annoy, offend, harass or intimidate another person or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political belief."

j. In Lawson's personnel file, Respondent's internet acceptable use policy, the soliciting emails rule which states: "Soliciting emails that are unrelated to business activities, or soliciting non-company business for personal gains or profit."

k. In Lawson's personnel file, Respondent's internet acceptable use policy, the other inappropriate uses of internet/intranet rule which states: "Other inappropriate uses of Internet/Intranet or network resources that may be identified by the network administrator."

l. In Lawson's personnel file, Respondent's internet acceptable use policy, the solicitation of an employee by another employee rule which states: "Solicitation of an employee by another employee is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Furthermore, the distribution of any material of any kind shall not be permitted in the workplace."

m. In Lawson's personnel file, Respondent's media requests for company information, the media rule which states, in part: "[…] Employees are not authorized to speak to or otherwise engage with the media and the following guidelines must be adhered to: When the media contacts the company, the employee must explain that he/she wishes to be cooperative but is not authorized to disclose information. The employee must either contact Public Affairs and explain the request, or direct the media representative to contact the Public Affairs directly. Local management should also be notified; No further conversation of any kind or media interview should occur without prior knowledge and guidance of the Public Affairs Department; Only Public Affairs may release or authorize the release of information to the media. All inquiries from the media must be referred to Public Affairs. Whether the media contacts Company or Company wishes to publicize its activities, all news releases must be authorized, in advance, by Public Affairs; Under no circumstances may a Company employee approach the media to generate publicity about Company without the prior approval of Public Affairs."

n. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the divulging information rule which states, in part: "I will not divulge Company Confidential Information to anyone, including without limitation Company employees, customers, contracted temporary workers or service providers, unless he or she requires the information to perform his or her services for the Company […]."

o. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the specific authorization rule which states, in part: "Unless I have specific authorization, I will not attempt to gain access to Company Confidential Information […]."

p. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the intentionally seeking information rule which states, in part: "[…] Except as required in the performance of the responsibilities of my position for the Company, I will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other individuals."

q. In Workneh's personnel file, the other inappropriate uses rule which states: "Other inappropriate uses of computing resources."

r. In Workneh's personnel file, the obligation to protect confidential information rule which states, in part: "I understand my obligation to protect Company Confidential Information and will comply with all of the Company policies and procedures regarding the handling of Company Confidential Information. In particular, if I become aware of any unauthorized access to or use of Company Confidential Information or any violations of Company information security policies and procedures, I will immediately notify the Help Desk, my immediate supervisor, or the Computer Emergency Response Team (CERT) […]."

4. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. Moreover, these rules and policies have been determined to be overly broad or facially unlawful and violate Section 8(a)(1), a nationwide posting by Respondent is appropriate as the record established that the unlawful rules and policies are maintained on in effect at all of Respondent's facilities within the United States. See *Mastec Advance Technologies*, 357 NLRB 103 (2011), enfd. sub nom. *DirectTV v. NLRB*, 837 F.3d 25 (2016); *Guardsmark, LLC*, 344 NLRB 809, 812 (2005).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

Respondent Dollar Thrifty Automotive Group, Denver, Colorado, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Maintaining the following unlawful rules:

[12] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

i. In the 2003 DTG Employee Handbook, the electronic communication policy which states, in part: "Any Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate […] Transmitting materials which are defamatory, discriminatory, threatening, profane, slanderous, libelous, harassing or otherwise offensive."

ii. In the 2003 DTG Employee Handbook, the nondisclosure and confidentiality policy which states, in part: "Each employee is prohibited from disclosing, directly or indirectly, to any unauthorized person (including other employees), business or other entity, or using, for the employee's own purposes, any confidential information […] Such confidential information includes, but is not limited to, the following examples: compensation data."

iii. In the 2003 DTG Employee Handbook, the pay policies rule which states, in part: "We encourage your pay a confidential matter and encourage you to do the same."

iv. In the 2003 DTG Employee Handbook, the media relations policy which states, in part: "[…] Because the image we portray to this critical audience is very important to our Company, Corporate Communications and Investor Relations must approve any interviews, speeches or articles requested by the media with respect to the Company and its business to assure that the views expressed are accurate, consistent and reflect well in the marketplace."

v. In Lawson's personnel file, employee rules and regulations, the solicitation rule which states: "Soliciting, direct/indirect sale of any item, distributing and collecting any papers, materials or contributions on company premises or posting literature or other materials without Management authorization."

vi. In Lawson's personnel file, employee rules and regulations, the action to disrupt harmony rule which states: "Action on the part of any individual or group of employees to disrupt harmony, intimidate fellow employees, or to interfere with normal and efficient operations."

vii. In Lawson's personnel file, employee rules and regulations, the leading or participating rule which states: "Leading or participating in any activity that would interfere with the Employer's operation including, but not limited to, any unlawful strike."

viii. In Lawson's personnel file, Respondent's information and security statement and confidentiality agreement, the personally identifiable data rule which states, in part: " 'Hertz Confidential Information' means each of the following types of information: (i) information that is labeled, or that other Company policies and procedures specifically classify as "secret," "confidential," or "proprietary," including, but not limited to, marketing data, financial results and operating data; […] (iii) personally identifiable data ("PID") recorded in any form about identified or identifiable individuals, including, but not limited to, prospective, current, or former employees, customers, vendors, business partners, or any other natural persons in connection with the rental business or car sales business of Hertz, or acquired by Hertz as part of its claims management activities or any other business which Hertz, any Hertz employee, consultant, contractor, Licensee, agent, and other party obtains in the course of Hertz business.

ix. In Lawson's personnel file, Respondent's internet acceptable use policy, the internet websites rule which states: "Visiting Internet sites which contain obscene, sexually explicit, hateful or otherwise objectionable materials; sending or receiving, via the internet or e-mail, any material that is obscene, sexually explicit or defamatory, or which is intended to annoy, offend, harass or intimidate another person or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political belief."

x. In Lawson's personnel file, Respondent's internet acceptable use policy, the soliciting emails rule which states: "Soliciting emails that are unrelated to business activities, or soliciting non-company business for personal gains or profit."

xi. In Lawson's personnel file, Respondent's internet acceptable use policy, the other inappropriate uses of internet/intranet rule which states: "Other inappropriate uses of Internet/Intranet or network resources that may be identified by the network administrator."

xii. In Lawson's personnel file, Respondent's internet acceptable use policy, the solicitation of an employee by another employee rule which states: "Solicitation of an employee by another employee is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Furthermore, the distribution of any material of any kind shall not be permitted in the workplace."

xiii. In Lawson's personnel file, Respondent's media requests for company information, the media rule which states, in part: "[…] Employees are not authorized to speak to or otherwise engage with the media and the following guidelines must be adhered to: When the media contacts the

company, the employee must explain that he/she wishes to be cooperative but is not authorized to disclose information. The employee must either contact Public Affairs and explain the request, or direct the media representative to contact the Public Affairs directly. Local management should also be notified; No further conversation of any kind or media interview should occur without prior knowledge and guidance of the Public Affairs Department; Only Public Affairs may release or authorize the release of information to the media. All inquiries from the media must be referred to Public Affairs. Whether the media contacts Company or Company wishes to publicize its activities, all news releases must be authorized, in advance, by Public Affairs; Under no circumstances may a Company employee approach the media to generate publicity about Company without the prior approval of Public Affairs."

xiv. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the divulging information rule which states, in part: "I will not divulge Company Confidential Information to anyone, including without limitation Company employees, customers, contracted temporary workers or service providers, unless he or she requires the information to perform his or her services for the Company […]."

xv. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the specific authorization rule which states, in part: "Unless I have specific authorization, I will not attempt to gain access to Company Confidential Information […]."

xvi. In Workneh's personnel file, Respondent's information security statement and confidentiality agreement, the intentionally seeking information rule which states, in part: "[…] Except as required in the performance of the responsibilities of my position for the Company, I will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other individuals."

xvii. In Workneh's personnel file, the other inappropriate uses rule which states: "Other inappropriate uses of computing resources."

xviii. In Workneh's personnel file, the obligation to protect confidential information rule which states, in part: "I understand my obligation to protect Company Confidential Information and will comply with all of the Company policies and procedures regarding the handling of Company Confidential Information. In particular, if I become aware of any unauthorized access to or use of Company Confidential Information or any violations of Company information security policies and procedures, I will immediately notify the Help Desk, my

immediate supervisor, or the Computer Emergency Response Team (CERT) […]."

b. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

a. Rescind the unlawful rules as set forth above.

b. Furnish employees with inserts for the employee handbook and other rules and policies that (1) advise that the unlawful provisions have been rescinded, or (2) provide lawfully worded provisions.

c. Within 14 days after service by the Region, post at its facilities nationwide, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 27, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 1, 2015.

d. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. January 27, 2017

Amita Baman Tracy
ADMINISTRATIVE LAW JUDGE

13 If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT maintain the following work rules and policies in the 2003 Employee Handbook which could be understood to prohibit you from engaging in activities protected under Section 7 of the Act:

Electronic Communication Policy: Certain employees of DTG are granted the privilege of accessing email, voice mail and Internet via the Company's computers. When it becomes necessary to utilize email, voice mail or Internet via the Company's computers for occasional and infrequent nonbusiness, good judgment must be exercised. Any inappropriate or prohibited Internet, voice mail or email access or use may result in discipline up to and including termination from employment. DTG is dedicated to providing a work environment that is free from unlawful harassment. Any Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate, will be considered willful misconduct and will result in disciplinary action up to and including termination. Transmitting materials which are defamatory, discriminatory, threatening, profane, slanderous, libelous, harassing or otherwise offensive through the Company's email or voice mail systems is also prohibited and will be cause for discipline, up to and including termination from employment. Materials covered by this restriction including documents, messages, jokes, images, cartoons, programs and software. All email messages and attachments, and voice mail messages whether business or personal in nature, are the property of the Company. Employees should expect that anything in an electronic file is always available for and subject to review by the Company.

Non-Disclosure and Confidentiality: In your job, you may have access to or be exposed to information regarding the Company. Each employee is prohibited from disclosing, directly or indirectly, to any unauthorized person (including other employees), business or other entity, or using, for the employee's own purposes, any confidential information. The protection of confidential business information and trade secrets is vital to the interests and the success of DTG. Such confidential information includes, but is not limited to, the following examples:

- Compensation data

Media Relations: Employee participation in public and community activities is encouraged. However, Corporate Communications and Investor Relations have established excellent relations with the news media on a local, national and international basis. Because the image we portray to this critical audience is very important to our Company, Corporate Communications and Investor Relations must approve any interviews, speeches or articles requested by the media with respect to the Company and its business to assure that the views expressed are accurate, consistent and reflect well in the marketplace. If a member of the news media contacts you for information, always refer them to a member of Corporate Communications or Investor Relations.

Pay Policies: Formal pay policies have been developed for all pay actions within the Company. Questions regarding these policies should be forwarded to your supervisor or Human Resources. DTG strives to pay salaries and wages competitive with those in our community and industry. We consider your pay a confidential matter and encourage you to do the same. For more information on DTG's compensation program, please contact Human Resources.

WE WILL NOT maintain the following work rules and policies in Employee Rules and Regulations; Hertz Information Security Statement and Confidentiality Agreement for Hertz Employees; Employee Internet Acceptable Use Policy (IUAP) and Access Disclosure Statement; Media Requests for Company Information:

4. Soliciting, direct/indirect sale of any item, distributing and collecting any papers, materials or contributions on company premises or posting literature or other materials without Management authorization.

9. Action on the part of any individual or group of employees to disrupt harmony, intimidate fellow employees, or to interfere with normal and efficient operations.

26. Leading or participating in any activity that would interfere with the Employer's operation including, but not limited to, any unlawful strike.

Hertz Confidential Information" means each of the following types of information: (i) information that is labeled, or that other Company policies and procedures specifically classify as "secret," "confidential," or "proprietary," including, but not limited to, marketing data, financial results and operating data; (ii) information that the Company is legally or contractually required to keep confidential, including without limitation, information that is subject to confidentiality agreements or protective orders; (iii) personally identifiable data ("PID") recorded in any form about identified or identifiable individuals, including, but not limited to, prospective, current, or former employees, customers, vendors, business partners, or any other natural persons in connection with the rental business or car sales business of Hertz, or acquired by Hertz as part of its claims management activities or any other business which Hertz, any Hertz employee, consultant, contractor, Licensee, agent, and other party obtains in the course of Hertz business; and (iv) information that could have a competitive impact on the Company or its organizational, technical, or financial position or which could cause damage to the Company or its prospective, current, or former customers, employees, or reputation if disclosed either internally or outside the Company.

Internet Websites: Visiting Internet sites which contain obscene, sexually explicit, hateful or otherwise objectionable materials; sending or receiving, via the internet or email, any material that is obscene, sexually explicit or defamatory, or which is intended to annoy, offend, harass or intimidate another person or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political belief.

Soliciting Emails: Soliciting emails that are unrelated to business activities, or soliciting noncompany business for personal gain or profit.

Other Inappropriate Uses of Internet/Intranet: Other inappropriate uses of Internet/Intranet or network resources that may be identified by the network administrator.

Solicitation of an Employee by Another Employee: Solicitation of an employee by another employee is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Furthermore, the distribution of any material of any kind shall not be permitted in the workplace.

Media Rule: [E]mployees are not authorized to speak to or otherwise engage with the media and the following guidelines must be adhered to: When the media contacts the company, the employee must explain that he/she wishes to be cooperative but is not authorized to disclose information. […] No further conversation of any kind or media interview should occur without prior knowledge and guidance of the Public Affairs Department. […] Only Public Affairs may release or authorize the release of information to the media. All inquiries from the media must be referred to Public Affairs. Whether the media contacts Company or Company wishes to publicize its activities, all news releases must be authorized, in advance, by Public Affairs. Under no circumstances may a Company employee approach the media to generate publicity about Company without the prior approval of Public Affairs. This includes news articles written by an employee where the employee's association with Company is disclosed or may be ascertained from the article.

WE WILL NOT maintain the following work rules and policies in Company Information Security Statement and Confidentiality Agreement for Company Employees:

3. I will not divulge Company Confidential Information to anyone, including without limitation Company employees, customers, contracted temporary workers or service providers, unless he or she requires the information to perform his or her services for the Company or as part of his or her contractual relationship with the Company.

4. Unless I have specific authorization, I will not attempt to gain access to Company Confidential Information, Company facilities or Company computing resources and I understand that such access is expressly prohibited

7. I will respect the privacy of other individuals. Except as required in the performance of the responsibilities of my position for the Company, I will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other individuals. I will

not intentionally represent myself as another individual unless explicitly authorized to do so by that individual.

Other Inappropriate Use: Other inappropriate uses of computing resources.

23. I understand my obligation to protect Company Confidential Information and will comply with all of the Company policies and procedures regarding the handling of Company Confidential Information. In particular, if I become aware of any unauthorized access to or use of Company Confidential Information or any violations of Company information security policies and procedures, I will immediately notify the Help Desk, my immediate supervisor, or the Computer Emergency Response Team (CERT) […].

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL rescind/revise the unlawful rules and policies as stated above.

WE WILL furnish you with inserts for the employee handbook and other rules and policies that (1) advise that the unlawful provisions have been rescinded, or (2) provide lawfully worded provisions.

DOLLAR THRIFTY AUTOMOTIVE GROUP

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

600 17th Street, 7th Floor, North Tower, Denver, CO 80202-5433
(303) 844-3551, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/27-CA-173054 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (303) 844-6647.